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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
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IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AEGEAN MARINE PETROLEUM S. A.,

Plaintiff,

v.

M/V KAVO PLATANOS, her tackle, boilers,
apparel, furniture, engines, appurtenances, etc.,

and

Certain Bunkers on board the M/V KAVO
PLATANOS,

Defendants *in rem*,

and

CANPOTEX SHIPPING SERVICES LTD., *et*
al.,

Defendants and Garnishee.

IN ADMIRALTY

15 CV-00172 RAJ

MOTION FOR ORDER
DIRECTING ISSUANCE OF WRIT
OF MARITIME ATTACHMENT
AND GARNISHMENT PURSUANT
TO SUPPLEMENTAL
ADMIRALTY RULE B AND
WARRANTS OF MARITIME
ARREST PURSUANT TO
SUPPLEMENTAL ADMIRALTY
RULES C AND D

NOTE ON MOTION CALENDAR:
FEBRUARY 6, 2015

Aegean Marine Petroleum ("Aegean"), having filed its verified *in rem* complaint in admiralty in the above-entitled action, moves, in accordance with Supplemental Admiralty Rules ("SAR") B, C and D of the Federal Rules of Civil Procedure, for a review by the Court of the Verified Complaint, for a finding therefrom that the conditions for an action *in rem* appear to exist, and for an order for writ of maritime attachment and garnishment, and warrants of arrest to the United States Marshal for the arrest of the defendant M/V KAVO PLATANOS

MOTION FOR ORDER DIRECTING ISSUANCE
OF WRIT OF MARITIME ATTACHMENT AND GARNISHMENT
AND WARRANTS OF MARITIME ARREST - 1

LAW OFFICES OF
NICOLL BLACK & FEIG
A PROFESSIONAL LIMITED LIABILITY COMPANY
1325 FOURTH AVENUE, SUITE 1650
SEATTLE, WASHINGTON 98101
TEL: 206-838-7555

ORIGINAL

1 (the "Vessel") and the bunkers aboard the Vessel in the forms attached to the proposed order
 2 herein. Upon information and belief, the Vessel is or soon will be at the Port of Ferndale in this
 3 District for cargo operations to begin in the near future. This application is based on the
 4 verified complaint herein and it's supporting exhibits.

5 As detailed in the Verified Complaint, Aegean delivered 900 metric tons of bunker fuel
 6 (hereinafter the "Bunkers") to the Vessel on October 22, 2014, at a total cost of \$463,050. To
 7 date, neither the Vessel nor her owners or operators have paid Aegean for the Bunkers. Bunker
 8 fuel is a necessary. *Trans-Tec Asia v. M/V HARMONY CONTAINER*, 518 F.3d 1120 (9th Cir.
 9 2008). The provision and delivery of a necessary, such as bunker fuel, to a vessel gives rise to
 10 a maritime lien pursuant to § 31342 of the Commercial Instruments and Maritime Lien Act, 46
 11 U.S.C. § 31301, *et seq.* ("CIMLA"). Pursuant to § 31342 of the FMLA, the provision of
 12 necessities such as bunker fuel constitutes a maritime lien against the Vessel that may be
 13 enforced by civil suit *in rem* in admiralty.

14 Aegean delivered the Bunkers pursuant to sales terms and conditions providing (1) that
 15 the sale of the Bunkers was joint and several to the Vessel and to Defendants Canpotex
 16 Shipping Services Ltd., Indy Maritime SA, and Gourdomichalis Maritime SA, and (2) that
 17 Aegean retained title to the Bunkers until paid for them.

18 Consequently, Aegean is entitled to issuance of warrants of arrest against the Vessel
 19 pursuant to SAR C(3) and against the defendant Bunkers, to determine title to the Bunkers,
 20 pursuant to SAR D, and to issuance of a writ of maritime attachment for the Vessel (as
 21 property of Indy) and Bunkers, pursuant to SAR B.

22 The Vessel is believed to be at or near anchorage in Ferndale, Washington. In light of
 23 uncertainties about the Vessel's schedule, Aegean respectfully requests that the Court expedite
 24 its review so that the arrest process can proceed before commencement of cargo operations.
 25 Aegean also requests that the foreign crew be allowed to remain on the Vessel while under
 26 arrest, and that, subject to permission being granted by the substitute custodian, the Vessel be

1 allowed to transit between the anchorage and the terminal and that the vessel be allowed to
2 engage in cargo operations while under arrest.

3 Respectfully submitted this 6th day of February, 2015.

4 NICOLL BLACK & FEIG PLLC

5
6 Christopher W. Nicoll, WSBA #20771
7 Jeremy B. Jones, WSBA #44138
8 *Attorneys for Plaintiff*

9 OF COUNSEL

10 *(pro hac vice applications forthcoming)*

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